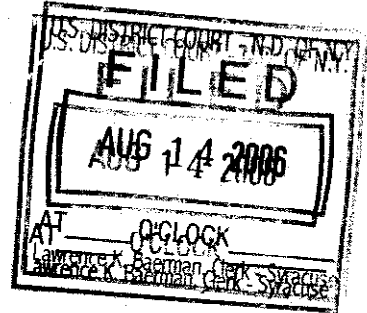


UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK



HINERWADEL'S INC.,

Plaintiff,

v.

ISADORE A. RAPASADI & SONS, INC., SAMUEL S.
RAPASADI, AND GENERAL BAG CORPORATION,

Defendants.

Civil Action No. 5:06-CV-0111 (NAM/DEP)

CONSENT JUDGMENT AND DECREE

Plaintiff Hinerwadel's Inc. and Defendants Isadore A. Rapasadi & Sons, Inc. and Samuel S. Rapasadi (collectively "the Rapasadi Defendants"), having agreed to settle the claims asserted against each other, and to the entry of this Consent Judgment and Decree,

THE COURT ORDERS, ADJUDGES, and DECREES:

1. Plaintiff Hinerwadel's Inc. has filed a Complaint against the Rapasadi Defendants asserting seven claims for the Rapasadi Defendants' alleged unauthorized use of Plaintiff's HINERWADEL'S mark, including: federal trademark infringement under 15 U.S.C. § 1114(1) (Section 32(1) of the Lanham Act); unfair competition, false designations of origin, false representations, and false advertising under 15 U.S.C. § 1125(a) (Section 43(a) of the Lanham Act); federal trademark dilution in violation of 15 U.S.C. § 1125(c) (Federal Trademark Dilution Act); use of a trade name with intent to deceive under N.Y.G.B.L. §133; dilution of a trademark and injury to business reputation under N.Y.G.B.L. §360-1; and trademark infringement and unfair competition under the common law of the state of New York.

2. This Court has personal jurisdiction over Hinerwadel's Inc. and the Rapasadi Defendants ("the Parties") and subject matter jurisdiction over the causes of action. Venue is proper in this District.

3. United States Trademark Registration No. 1,193,451 ("the '451 Registration") for the HINERWADEL'S mark, registered on the Supplemental Register of the USPTO on April 6, 1982, is valid and enforceable.

4. Hinerwadel's Inc. is now, and has been for all relevant times, the owner and/or successor in interest of the '451 Registration and all right, title, and interest to, and goodwill associated with, the HINERWADEL'S mark.

5. The Rapasadi Defendants, including their subsidiaries, affiliates, parents, owners, officers, directors, employees, independent contractors, agents, attorneys, representatives, successors, and assigns, and upon all other persons acting in concert or participation with them with notice of this Consent Judgment and Decree, are permanently enjoined and restrained from selling, trading, distributing, advertising, promoting, marketing, or otherwise providing to customers any packages of salt potatoes bearing the HINERWADEL'S mark, or any colorable imitation thereof, other than packages of salt potatoes purchased from Hinerwadel's Inc.

6. The Rapasadi Defendants, including their subsidiaries, affiliates, parents, owners, officers, directors, employees, independent contractors, agents, attorneys, representatives, successors, and assigns, and upon all other persons acting in concert or participation with them with notice of this Consent Judgment and Decree, are enjoined and restrained until December 31, 2007 from selling, trading, distributing, advertising, promoting, marketing, or otherwise providing to customers any packages of salt potatoes, including "Rapasadi's Blue Ribbon Brand Salt Potatoes," other than packages of salt potatoes purchased from Hinerwadel's Inc., except

only when Hinerwadel's Inc. cannot meet the Rapasadi Defendants requirements for a specific order as allowed for in the settlement agreement.

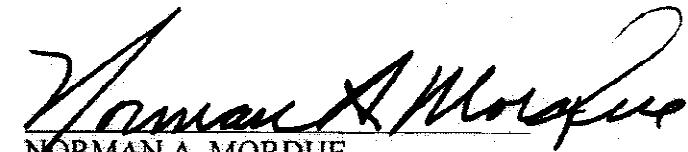
7. The Court dismisses the claims asserted by the Parties against each other with prejudice and with their consent.

8. Except as included in the settlement agreement, the Parties waive their rights to damages, costs, and/or attorneys' fees associated with their claims against each other.

9. The Parties waive all rights of appeal from entry of this Consent Judgment and Decree.


10. The Court maintains personal jurisdiction over the Parties and subject matter jurisdiction for the purposes of enforcing the terms of this Consent Judgment and Decree.

Date: August 14, 2006
Syracuse, NY

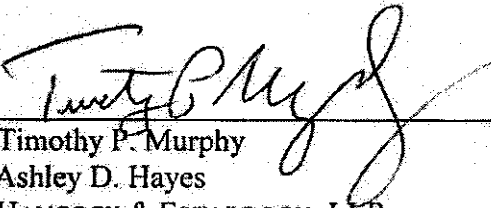

NORMAN A. MORDUE
United States District Judge

The undersigned counsel for Plaintiff Hinerwadel's Inc. and Defendants Isadore A. Rapasadi & Sons, Inc. and Samuel S. Rapasadi hereby consent to and approve the foregoing Consent Judgment and Decree and represent that they have the authority from their respective clients to consent to do so.

Date: August 2, 2006


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Attorneys for Plaintiff Hinerwadel's Inc.

Date: August 11, 2006

A handwritten signature in black ink, appearing to read "Timothy P. Murphy", is written over a horizontal line.

Timothy P. Murphy

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